

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

KYLE JIGGETTS

Plaintiff,

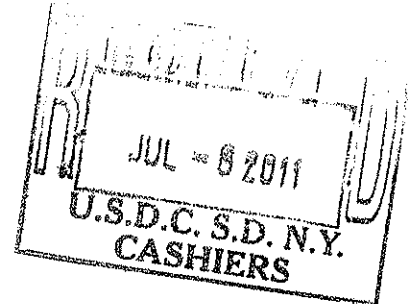
v.

SEIU, LOCAL32BJ and ALLIEDBARTON
SECURITY SERVICES,

Defendants.

11 CIV 4667

Civil Action No.



NOTICE AND PETITION OF REMOVAL

Defendants Local 32BJ, Service Employees International Union and AlliedBarton Security Services, LLC (collectively referred to as "Defendants"), by and through their undersigned counsel, and pursuant to 28 U.S.C. §§ 1441 and 1446, hereby give notice of removal of an action against Defendants entitled Kyle Jiggetts v. SEIU, Local 32 BJ, AlliedBarton Security Services, Index No. 11-401608, currently pending in the Supreme Court of the State of New York, County of New York, to the United States District Court for the Southern District of New York. Defendants state the following in support of their Notice and Petition of Removal:

1. On June 21, 2011, Plaintiff Kyle Jiggetts ("Plaintiff") commenced an action against Defendants entitled Kyle Jiggetts v. SEIU, Local 32 BJ, AlliedBarton Security Services, Index No. 11-401608, in the Supreme Court of the State of New York, County of New York.
2. Defendants Local 32BJ, SEIU ("Local 32BJ") was served with copies of Plaintiff's Request for Judicial Intervention, Verified Petition, Notice of Petition and Complaint, with exhibits, on June 22, 2011. To date, Plaintiff has not served Defendant AlliedBarton Security Services, LLC ("AlliedBarton") with any papers in this action.

3. The attached copies of Plaintiff's Request for Judicial Intervention, Verified Petition, Notice of Petition and Complaint, with exhibits, constitutes all process, pleadings and orders served on Defendants to date. (See documents attached hereto as Exhibit A).

4. To date, there have been no proceedings in the state court action, and none of the Defendants have filed an answer, made motions, or made any appearance in that action.

5. Both named Defendants consent to removal of this state court action to federal court under the authority cited below.¹

6. In his Complaint, Plaintiff seeks to compel arbitration of a labor dispute that arises under a collective bargaining agreement ("CBA"). (Verified Petition ¶3; Complaint ¶¶4-9). Specifically, Plaintiff alleges that he was laid off from his employment with AlliedBarton and that AlliedBarton recalled other employees who possessed less seniority than Plaintiff and that such actions violated the applicable CBA. (Complaint ¶¶4-7).

7. Plaintiff further alleges that Local 32BJ, a labor organization within Section 2(5) of the National Labor Relations Act, 29 U.S.C. § 152(5), who represented Plaintiff, along with certain other AlliedBarton employees for purposes of collective bargaining, failed to represent Plaintiff concerning the alleged violations of the seniority provisions of the CBA.²

8. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 185(a) in that it is a civil action with claim arising under the laws of the United States

¹ On July 6, 2011, the undersigned counsel for Local 32BJ spoke telephonically with Geraldine A. Cheverko, Esq., counsel for AlliedBarton. Ms. Cheverko stated that although AlliedBarton had not yet been served in the state court action identified herein, AlliedBarton consented to removal of this action to federal court.

² Plaintiff filed another action against Defendants concerning the exact same claim about his seniority rights under the CBA entitled Jiggetts v. Local 32BJ, SEIU et al., 1:10-cv-09082-DAB-JCF. That case is currently before Magistrate Judge Francis pending Rule 12(b)(6) motions to dismiss filed by all three defendants, which include the same defendants in this action along with the City of New York.

and from the interpretation of a collective bargaining agreement. See, e.g., Greenberg v. Bear, Stearns & Co., 220 F.3d 22, 25 (2d Cir. 2000) (federal courts have jurisdiction over disputes concerning the interpretation of a collective bargaining agreement and claims arising under the laws of the United States). In addition, the only cognizable cause of action Plaintiff is asserting against Local 32BJ, SEIU is for a breach of the Union's duty of fair representation. Vaca v. Sipes, 386 U.S. 171 (1967) (union breaches duty of fair representation for failing to enforce collective bargaining agreements for reasons that are arbitrary, discriminatory, or in bad faith). For this reason, this action also arises under 29 U.S.C. § 185.

9. This Notice of Removal is timely under 28 U.S.C. § 1446(b) because it is filed within 30 days after service upon Defendant Local 32BJ of the Complaint, Verified Petition and Request for Judicial Intervention.

10. Notice of the Removal has been served upon Plaintiff by mail and a Notice of Removal is being promptly filed with the Clerk of the Court for the Supreme Court of the State of New York, County of New York, pursuant to 28 U.S.C. § 1446(d).

WHEREFORE, Defendants give notice that the above-captioned action now pending against them in the Supreme Court of the State of New York, County of New York, is removed to this Court on the basis of federal question jurisdiction.

Dated: July 6, 2011
New York, NY

Local 32BJ, SEIU

By: 

Lyle D. Rowen (LR 6220)

Local 32BJ, SEIU
Office of the General Counsel
101 Avenue of the Americas, 19th Floor
New York, NY 10013
212-388-3452 (telephone)
212-388-2062 (facsimile)
lrowen@seiu32bj.org

EXHIBIT A

REQUEST FOR JUDICIAL INTERVENTION

UCS-840 (3/2011)

Supreme State COURT, COUNTY OF New YorkIndex No: 11-401608 Date Index Issued: 6-21-11

CAPTION: Enter the complete case caption. Do not use et al or et al. If more space is required, attach a caption rider sheet.

Kyle Jiggetts

PETITIONER (S)

Plaintiff(s)/Petitioner(s)

-against-

Seiu, Local 32BJ,
ALLied Barton Security Services

RESPONDENTS (S)

Defendant(s)/Respondent(s)

NATURE OF ACTION OR PROCEEDING

MATRIMONIAL

- ☐ Contested
☐ Uncontested

NOTE: For all Matrimonial actions where the parties have children under the age of 18, complete and attach the MATRIMONIAL RJJ Addendum.

TORTS

- ☐ Asbestos
☐ Breast Implant
☐ Environmental: _____ (specify)
☐ Medical, Dental, or Podiatric Malpractice
☐ Motor Vehicle
☐ Products Liability: _____ (specify)
☐ Other Negligence: _____ (specify)
☐ Other Professional Malpractice: _____ (specify)
☐ Other Tort: _____ (specify)

OTHER MATTERS

- ☐ Certificate of Incorporation/Dissolution [see NOTE under Commercial]
☐ Emergency Medical Treatment
☐ Habeas Corpus
☐ Local Court Appeal
☐ Mechanic's Lien
☐ Name Change
☐ Pistol Permit Revocation Hearing
☐ Sale or Finance of Religious/Not-for-Profit Property
☐ Other: _____ (specify)

COMMERCIAL

- ☐ Business Entity (including corporations, partnerships, LLCs, etc.)
☐ Contract
☐ Insurance (where insurer is a party, except arbitration)
☐ UCC (including sales, negotiable instruments)
☐ Other Commercial: _____ (specify)

NOTE: For Commercial Division assignment requests [22 NYCRR § 202.70(d)], complete and attach the COMMERCIAL DIV RJJ Addendum.

REAL PROPERTY: How many properties does the application include?

- ☐ Condemnation
☐ Foreclosure

Property Address: _____

Street Address City State Zip

NOTE: For Foreclosure actions involving a one- to four-family, owner-occupied, residential property, or an owner-occupied condominium, complete and attach the FORECLOSURE RJJ Addendum.

- ☐ Tax Certiorari - Section: _____ Block: _____ Lot: _____
☐ Other Real Property: _____ (specify)

SPECIAL PROCEEDINGS

- ☒ CPLR Article 75 (Arbitration) [see NOTE under Commercial]
☐ CPLR Article 78 (Body or Officer)
☐ Election Law
☐ MHL Article 9.60 (Kendra's Law)
☐ MHL Article 10 (Sex Offender Confinement-Initial)
☐ MHL Article 10 (Sex Offender Confinement-Review)
☐ MHL Article 81 (Guardianship)
☐ Other Mental Hygiene: _____ (specify)
☐ Other Special Proceeding: _____ (specify)

STATUS OF ACTION OR PROCEEDING

Answer YES or NO to EVERY question AND enter additional information where indicated.

YES NO

Has a summons and complaint or summons w/notice been filed?

☐☒

If yes, date filed: _____

Is this action/proceeding being filed post-judgment?

☐☒

If yes, judgment date: _____

For Court Clerk Use Only

JAS Entry Date

Judge Assigned

RJ Date

JUN 22 2011

[Print in black ink all areas in bold letters.]

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

In the Matter of the Application of

Index Number

11-401608

Kyle JiggettS

[fill in name(s)]

Petitioner(s)

- against -

NOTICE OF PETITION

SEIU, Local 32BJ, Allied Barton
Security Services.

[fill in name(s)]

Respondent(s)

PLEASE TAKE NOTICE that upon the verified petition(s) of Kyle

JiggettS

, [your name(s)], sworn to on June 15, 2001

[date Verified Petition notarized], and the attached exhibits, petitioner(s) will request this Court, at 9:30 AM on the 8 day of July, 2001, [return date] at the Courthouse, at 60 Centre Street, New York, N. Y., in the Motion Support Courtroom, Room 130, for a judgment, pursuant to the Civil Practice Law and Rules (CPLR), granting the following relief to the petitioner(s): [briefly describe what you are asking the Court to do] Please compel
defendants to go to Arbitration Article 75

and for such other and further relief as this Court may deem just and proper.

Dated: June 15, 2001

[date signed]

Respectfully submitted,

Kyle JiggettS

1595 Union Port Road

Apt. 9D BX, NY 10462

347-436-6619

Petitioner(s)

To: Respondent(s)

[your name, address, telephone number]

[name, address, telephone number]

[Print in black ink to fill in the spaces next to the instructions]

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

In the Matter of the Application of _____X

Index Number

Kyle Jiggettts
[fill in name(s)] Petitioner(s)
- against -

11-401608

VERIFIED PETITION

SEIU, Local 32BJ, Allied Barton
Security Services

[fill in name(s)] Respondent(s)

TO THE SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF NEW YORK:

The petition of Kyle Jiggettts [your name] respectfully
shows to this Court as follows:

1. Petitioner resides at 1595 Union Port Road Apt. 9D

BRONX, NY 10462 [your address]

2. The respondent(s) is/are [identify the respondent(s)] SEIU, Local 32BJ,

Allied Barton security services

3. [Describe what you are requesting. Add more pages if needed. If you are appealing the decision of a government agency, give the date and outcome of the final determination.

Explain why this Court should reverse that decision.] I request that the
court compel Defendants to Arbitrate my case
under Article 75 (Arbitration) Laura Gift Admitted
in a deposition that Allied Barton are still hiring
and I know for a fact the Security Guards
with less seniority that were laid off were
recalled in violation of the CBA. I have
been unemployed for almost a year because
of this discrimination.

I also Filed A charge with the U.S. National Labor relations Board against the Union just in case I have to go to Federal court in violation of The LMRA - 1947. Allied Barton security Services is retaliating against me because I Filed Lawsuits against them For employment discrimination.

4. Attached are copies of all relevant documents. [Attach the decision you are asking the court to reverse as Exhibit A. Attach any other documents as Exhibit B, Exhibit C, and so on. List additional Exhibits on separate page.]

Exhibit A -

Exhibit B -

Exhibit C -

Exhibit D -

Exhibit E -

5. A prior application has not / has [circle one] been made for the relief now requested. [If you made this application before in this or any other court, describe where, when, the result and why you are making it again.] N/A

WHEREFORE, your deponent respectfully requests that this Court [briefly describe what you are requesting]: compel Arbitration Article 75
and make me whole.

June 15, 2011
[date signed]

Kyle Jiggetts
Petitioner [sign your name]

Kyle Jiggetts
[print your name]

1595 Unionport Road
Apt. 9D Bronx, NY 10462
347-436-6619.
[your address and telephone no.]

VERIFICATION

STATE OF NEW YORK

COUNTY OF New York: ss:

Kyle Jiggetts

[your name], being duly sworn, deposes and says that: I am the petitioner in this proceeding; I have read the foregoing petition and know the contents thereof; the same is true to my own knowledge, except as to matters therein stated to be alleged on information and belief; and as to those matters I believe it to be true.

Sworn to before me on

JUN 15 2011, 20011
day

Anne Dong
Notary Public

ANNA DONG
Notary Public, State of New York
Reg. No. 041006228919
Qualified in New York County
Commission Expires Sept. 27, 2014

Kyle Jiggetts

Petitioner [sign your name in front of a Notary]

Kyle Jiggetts
[print your name]

Sir/Madam:

Please take notice that the within is a (certified) true copy of a

_____ duly entered in the office of the clerk of the
within named court on the _____ day of _____, 200__

Dated:

Yours, etc.

Attorney for:

Plaintiff/Petitioner

Defendant/Respondent

Office and Post

Office Address

To:

Attorney(s) for _____

*****NOTICE OF SETTLEMENT*****

Sir/Madam:

Please take notice that an _____

of which the within is a true copy will be presented for settlement

to the Hon. _____, one of the Justices

of the within named court at _____, on _____, 200__ at _____ AM/PM

Dated: _____, 200__ Yours, etc

Plaintiff/Petitioner

Defendant/Respondent

To:

Attorney(s) for _____

INDEX NO. 11-401608

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

Kyle Jiggett

- against -

Plaintiff/Petitioner

Sell, Local 32BS, Allied Barton,

Defendant/Respondent

Security Services

To the best of my knowledge, information and belief,

formed after an inquiry reasonable under the circumstances,
the presentation of these papers or the contentions therein
are not frivolous as defined in subsection (c) of Section
130-1.1 of the Rules of the Chief Administrator (22NYCRR)

Sign Name:

Kyle Jiggett

Print Name:

Kyle Jiggett

Address:

1595 Union Port Road

#9D

Bronx, NY 10462

Telephone

347-436-6619.

Service of a copy of the within is hereby admitted

Dated:

_____, 200__

Attorney for _____

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X

KYLE JIGGETTS,

Plaintiff,

-against-

SEIU, LOCAL 32BJ, ALLIEDBARTON
SECURITY SERVICES

Defendants

-----X

INDEX NO. 11-401608

COMPLAINT

TO THE SUPREME COURT OF THE STATE OF NEW YORK

The complaint of the plaintiff, Kyle Jiggetts, respectfully shows and alleges as follows:

1. The plaintiff herein, Kyle Jiggetts, is a resident of the State of New York. Mr. Kyle Jiggetts resides at 1595 Unionport Road, apt. 9D Bronx, NY. 10462.
2. The defendant SEIU, Local 32BJ Union is located at 101 Avenue of the Americas, New York NY 10013 and defendant AlliedBarton Security Services is located at 99 Madison Avenue 15th floor New York, NY 10016.
3. Plaintiff Kyle Jiggetts suffered financially and emotionally since June 30, 2010.
4. SEIU, Local 32BJ and AlliedBarton Security Services signed a collective bargaining agreement on or about July 1, 2009.
5. The contract states that employees with seniority who were laid-off shall be recalled based on qualification. See Page 10
6. From June 30, 2010 up until the present date June 13, 2011, there were employees with less seniority that were laid-off and recalled.
7. Laura Gift, a director of human resources of AlliedBarton Security services admitted in a deposi-

tion held on November of 2010 that she was still hiring.

8. SEIU, Local 32BJ, violated the contract by not processing my grievance I filed in July or August of 2010.

9. By reason of the facts and circumstances stated above, the defendants violated the contract.

10. By reason of the facts and circumstances stated above, the plaintiff has been damaged by defendants in the sum of \$150,000.00, plus interest from June 30, 2010 up until the present date, June 13, 2011, cost and disbursements, together with to compel arbitration and with any other relief the courts finds to be just and proper.

Date: June 13, 2011

Kyle Jiggettts
(sign)

Kyle Jiggettts
(print)

1595 Unionport Road, apt. 9D
Bronx, NY 10462
347-436-6619

Exhibit - A - Grievance

Exhibit - B - Grievance

Exhibit - C - Grievance

Exhibit - D - Grievance

Exhibit - E - CBA pages 9 and 10

Exhibit - F - page #1 #1 Seniority CBA

Exhibits - G Through K, witnesses



SERVICE EMPLOYEES
INTERNATIONAL UNION
CTW, CLC

MICHAEL P. FISHMAN
President

KEVIN J. DOYLE
Executive Vice President

HÉCTOR J. FIGUEROA
Secretary-Treasurer

KYLE BRAGG
Vice President

LENORE FRIEDLAENDER
Vice President

BRIAN LAMBERT
Vice President

VALARIE LONG
Vice President

Online at
www.seiu32bj.org

Local 32BJ Headquarters
101 Avenue of the Americas
New York, NY 10013-1991
212.388.3800

Connecticut District
800.228.5253
Hartford 860.560.8674
Stamford 203.602.6615

Westchester District
914.637.7000

Long Island District
516.579.4020

New Jersey District
866.5JANITOR
973.824.3225

Philadelphia District
215.226.3600

District 82
Washington 202.387.3211
Baltimore 410.225.7511
Silver Spring 301.562.9301

October 7, 2010

VIA EMAIL AND VIA U.S. MAIL

AlliedBarton Security Services
99 Madison Avenue, 15th Floor
New York, NY 10016
Attn: Laura Gift, Director of Human Resources
Email: laura.gift@alliedbarton.com

Re: **501 Courtland Avenue**
Kyle Jiggetts
Case No. 315432

Dear Ms. Gift:

SEIU Local 32BJ and AlliedBarton Security Services are signatory to a collective bargaining agreement which provides that in the event of disputes, the matter shall be referred a rotating panel of arbitrators chosen by the parties.

Since the parties have been unable to resolve the dispute concerning the following claims, we submit this grievance for arbitration pursuant to Article XXV of the collective bargaining agreement.

The dispute is as follows:

Claim #1: Member claims he has been laid off and workers with less seniority have been given work at other locations, in violation of Article X of the collective bargaining agreement. The Union seeks that the member be placed at a work site and made whole for any losses.

A copy of the Union's grievance letter is attached for reference.

Very truly yours,

Dan Wilson
Complaint and Arbitration Coordinator

cc: LaShawn Henry, Grievance Representative, SEIU Local 32BJ
Kyle Jiggetts, 1595 Union Port Road, #9D, Bronx, NY 10462

Exhibit-A



SERVICE EMPLOYEES
INTERNATIONAL UNION
CTW, CLC

MICHAEL P. FISHMAN
President

KEVIN J. DOYLE
Executive Vice President

HÉCTOR J. FIGUEROA
Secretary-Treasurer

KYLE BRAGG
Vice President

LENORE FRIEDLAENDER
Vice President

BRIAN LAMBERT
Vice President

VALARIE LONG
Vice President

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New Jersey District
866.5.JANITOR
973.824.3225

Philadelphia District
215.226.3600

District 82
Washington 202.387.3211
Baltimore 410.225.7511
Silver Spring 301.562.9301

August 27, 2010

VIA EMAIL AND VIA U.S. MAIL

AlliedBarton Security Services
99 Madison Avenue, 15th Floor
New York, NY 10016
Attn: Laura Gift, Director of Human Resources
Email: laura.gift@alliedbarton.com

Re: 501 Courtland Avenue
Kyle Jiggetts
Case No. 315432

To Whom It May Concern:

Please be advised that a dispute has arisen under the collective bargaining agreement between SEIU Local 32BJ and ALLIED BARTON SECURITY SERVICES regarding Kyle Jiggetts.

The dispute is as follows:

Claim #1: Member claims he has been laid off and workers with less seniority have been given work at other locations, in violation of Article X of the collective bargaining agreement. The Union seeks that the member be placed at a work site and made whole for any losses.

If you have any questions, please feel free to contact LaShawn Henry, at 212-388-3387.

Sincerely,

Dan Wilson
Complaint and Arbitration Coordinator
212-388-3103

cc: LaShawn Henry, Grievance Representative
Kyle Jiggetts, 1595 Union Port Road, #9D, Bronx, NY 10462

Exhibit-B



INTEGRATED UNION ADMINISTRATION SYSTEM

Version: 1.3.1

Main Menu | Logout

SEIU LOCAL 32BJ COMPLAINT FORM

LIST EDIT

EVENTS | NOTES | MEMBER | EMPLOYER | WORK LOCATION/CONTRACT | CLAIMS | REMEDIES | COMPLAINT FORM | LETTERS

DATE FILED: 08/26/2010		DIVISION: Security	COMPLAINT #: 315432
MEMBER NAME: JIGGETTS, KYLE		MEMBER ID: 0000398066	MEMBER SSN: ***-**-0377
MEMBER ADDR: 1595 Union Port Road Apt 9D BRONX NY 10462		MEMBER HOME:	MEMBER CELL: (347)436-6619
WORK LOCATION: 501 COURTLAND AVENUE		CALL TIME: AM-Morning	CALL TIME: AM-Morning
EMPLOYER: ALLIED BARTON SECURITY SERVICES, LLC (ABSS)		EMAIL:	
EMPLOYER ADDR: 99 MADISON AVENUE, 15TH FLOOR NEW YORK NY 10016		OWNER:	
OCCUPATION: Security Officer		CONTRACT:	
TIME IN INDUSTRY: 12 Years		SHIFT: Day	
LANGUAGE SPOKEN:		TIME AT WORK LOCATION: 4 Years	TIME WITH EMPLOYER: 4 Years
		TRANSLATION NEEDED: No	

NATURE OF CLAIM:
CV3 - Member claims he has been laid off, and workers with less seniority have been given work at other locations.

I understand that I am required to inform the 32BJ Grievance Center in writing of a change in my address or telephone and cell numbers. I realize that a failure to do this may result in my claim being dismissed, heard or settled without me being present.

MEMBER SIGNATURE: Kyle Jiggettts

DATE: 8/26/10

GRIEVANCE REP: **LaShawn Henry** PHONE: **(212)388-3387** FAX: **(212)388-3952**
GRIEVANCE CENTER PHONE: **(212)388-3388** INTAKE BY: **fm**

Exhibit-C



INTEGRATED UNION ADMINISTRATION SYSTEM

Version: 2.0.3

Main Menu | Logout

SEIU LOCAL 32BJ COMPLAINT FORM

LIST EDIT

EVENTS | NOTES | MEMBER | EMPLOYER | WORK LOCATION/CONTRACT | CLAIMS | REMEDIES | COMPLAINT FORM | LETTERS

DATE FILED: 12/02/2010		DIVISION:		COMPLAINT #: 360662	
MEMBER NAME: JIGGETTS, KYLE		MEMBER ID: 0000398066		MEMBER SSN: ***-**-0377	
MEMBER ADDR: 1595 UNION PORT ROAD		MEMBER HOME:		MEMBER CELL: (347)436-6619	
APT 9D		CALL TIME: AM-Morning		CALL TIME: AM-Morning	
BRONX NY 10462		EMAIL:			
EMPLOYER: ALLIED BARTON SECURITY SERVICES, LLC (ABSS)		ASSOCIATION:			
WORK LOCATION: 501 COURTLAND AVENUE		CONTRACT:			
GRIEVANCE EMPLOYER: ALLIED BARTON SECURITY SERVICES, LLC (ABSS)		RIDER/ASSENT: Y			
GRIEVANCE ADDR: 99 MADISON AVENUE, 15TH FLOOR					
NEW YORK NY 10016					
OCCUPATION: Security Officer		SHIFT: Day			
TIME IN INDUSTRY: 4 Years		TIME AT WORK LOCATION: 26 Months		TIME WITH EMPLOYER: 4 Years	
LANGUAGE SPOKEN:		TRANSLATION NEEDED:			

NATURE OF CLAIM:

RTF3 - Member states that the Employer refuses to recall him from layoff effective July 1, 2010.

I understand that I am required to inform the 32BJ Grievance Center in writing of a change in my address or telephone and cell numbers. I realize that a failure to do this may result in my claim being dismissed, heard or settled without me being present.

Kyle Jiggetts
MEMBER SIGNATURE

12-2-10
DATE

GRIEVANCE REP:	LaShawn Henry	PHONE:	(212)388-3387	FAX:	(212)388-3952
GRIEVANCE CENTER PHONE:	(212)388-3388	INTAKE BY:	ew		

Exhibit-D

NEW YORK CITY
COLLECTIVE BARGAINING AGREEMENT

MADE BETWEEN THE FOLLOWING PARTIES:

SECURITAS SECURITY SERVICES USA, INC.

ALLIEDBARTON SECURITY SERVICES LLC

AND

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 32BJ

EFFECTIVE
JULY 1, 2008

THROUGH
JUNE 30, 2012

Exhibit - E

prior to the takeover for purposes of determining completion of the probationary period as set forth in Article 14.2.

2. **Customer Demands.** If a customer demands that the incoming Employer remove an employee from continued employment at the location, the Employer shall have the right to comply with such demand, provided that the Employer shall make a good faith attempt to obtain the customer/tenant's demand in a writing or the Employer shall make a good faith attempt to obtain from the customer/tenant a good faith reason to justify such removal apart from the demand itself. In such case, the Employer shall place such employee in accordance with Article 7.4 above.

3. **Better Terms.** If any employee or group of employees at any location covered by Art. 1 had in effect on the effective date of this Agreement (or date this Agreement applies to a location) terms or conditions better than those provided for in this Agreement or other collective bargaining agreement with the Union covering the location with respect to wages, hours, sick pay, vacations, holidays, premium pay, relief periods, jury duty, or other economic or leave issues – such better terms or conditions shall be continued only for such employee(s) employed by the Employer on the effective date (or date this Agreement applies to the location), unless the Union and the Employer agree otherwise.

4. **Cancellation and Notification.** The Employer shall, within a reasonable amount of time not to exceed 10 business days, notify the Union in writing if the Employer receives written cancellation of a client-account (or cancellation of a specific site-account). The Employer shall provide the Union with a list of all employees at the client-account site, their wage rates, the number of hours worked, the dates of hire, the number of sick days used, the number of holidays worked or taken as time off, benefit contributions made for employees, and vacation benefits.

ARTICLE X:

SENIORITY

1. **Definition.** Seniority shall be defined as an employee's length of service with the employer or at the facility, whichever is greater, regardless of whether there was a Collective Bargaining Agreement covering the facility.

2. **Date.** After completion of the trial or probationary period, an employee shall attain

seniority as of his/her original date of employment.

3. **Broken.** Seniority shall be broken by any of the following events:

- a. resignation, retirement, or voluntary termination;
- b. discharge for cause;
- c. voluntary promotion into any non-bargaining unit position, unless an employee returns to the bargaining unit within six (6) months of the promotion, in which case the employee's seniority will be fully restored, less any time spent in the non-bargaining unit position;
- d. inactive employment for any reason exceeding six months, or an employee's length of seniority, whichever is less; or,
- e. failure to return to work after any leave within three (3) calendar days after a scheduled date for return, unless prior written notice is received by the Employer.

4. **Seniority Determinative.** Assignments, promotions, the filling of vacancies, layoffs, and recalls shall be determined on the basis of seniority, provided that – in the sole and exclusive opinion of the Employer – the employee is qualified, suitable, and available to work. Seniority shall be determinative only when all other job-related factors are equal.

5. **No Bumping.** An employee who is laid-off shall not be permitted to bump a less senior employee at another facility, but shall be permitted to obtain a vacant position at another location/site consistent with the provisions of Art. 10.4 *infra*. The Employer will give first consideration to filling vacancies to employees on a recall list. Employees may remain on the recall list for three months.

6. **Involuntary Transfers.** In the event an Employer temporarily or permanently assigns an employee to other sites covered by this Agreement for non-economic reasons or in the event of a reduction of hours at a client site, said transfer shall not be arbitrary or capricious and the employee(s) transferred shall receive those terms and conditions applicable to the site to which he or she is transferred. In assigning or transferring employees in accordance with this paragraph, the Employer shall in good faith attempt to transfer or assign the employee to a position of like or similar terms and conditions, except in no case shall said transfer cause an employee to lose his or her health care benefits.



July 2, 2009

RIDER,

Between

AlliedBarton Security Services ("ABSS")
and

Local 32BJ SEIU

covering

City of New York Locations

With respect to City of New York locations covered by AlliedBarton's agreement with N.Y.C. Department of Citywide Administrative Services ("DCAS") or any subsequent service contract with the City of New York ("CNY"), the Parties adopt the provisions contained in their New York City Collective Bargaining Agreement (the "NYC Agreement"), except as modified below:

1. **Article X Seniority:** delete definition in paragraph one and replace with the following:

Seniority shall be the employee's hire date with ABSS, or date on which continuous employment at a CNY account commenced, whichever is greater, as set forth in an agreed upon seniority list.

2. **Article XI Workweek/Overtime:** add the following:

Employees shall be paid at the rate of time and one-half (1½) for all hours worked in excess of eight (8) hours each day to the extent required by New York Labor Law Section 232.

3. **Article XIII Wages:** delete and replace with the following:

- A. Through June 30, 2009, ABSS shall comply with the prevailing wage and benefits rates set by the New York City Office of the Comptroller for the period July 1, 2008 – June 30, 2009.

Through June 30, 2009, there shall be two (2) basic classifications of Security Officers: Security Officer Level I and Security Officer Level II. The determination as to whether an Employee is classified as either a Security Officer Level I or Security Officer Level II will depend upon whether the Employee has met the qualifications set forth the DCAS contract with the Employer and the existence of an opening/vacancy within the Security Officer Level II classification as directed by the City of New York.


1. Employees classified at Security Officer Level I shall be paid at the rate of \$11.35 per hour.

Declaration of Cynthia Tompkins

1. I, Cynthia Tompkins is currently employed with AlliedBarton Security Services in the DCAS Contract. Local 32BJ, SEIU caused many security guards to lose their jobs and be discriminated against by AlliedBarton's managers and city employees. I went to several of local 32BJ,SEIU meetings and actions. They would tell the security guards that we were getting terminated and harassed. They told us how many security guards were being terminated, transferred, and taken off schedule and harassed. Local 32BJ, SEIU caused these adverse employment actions and did nothing to help us. We went 3 years without paid vacations, sick leave and holidays.

I, declare under penalty of perjury that the foregoing is true and correct.

Date: March 8, 2011


Cynthia Tompkins
646-262-0756

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DECLARATION

RE: SEIU, Local 32BJ

I, Donna Leak used to work for Allied Barton Security Services. I have a discrimination case against them and DCAS case 09 .CIV.7931/AKH. In a deposition on November 17, 2010 Maria Colon Ortiz a DCAS employee stated that Kyle Jiggetts has an e-mail against him that came from her higher ups. She did not state what the e-mail said. Mike Sicilliano a DCAS deputy commissioner stated in a deposition on December 15, 2010 that Kyle Jiggetts doesn't have anything written against him. Local 32BJ, SEIU is in collusion with Allied Barton and has not honored the collective bargaining agreement. They refuse to represent the security guards.

I, declare under penalty of perjury that the foregoing is true and correct.

Dated: January 17, 2011


Donna Leak

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Declaration of Donna Leak

1. My name is Donna Leak. AlliedBarton Security Services was my former employer.

I was employed with them from December 1, 2006 through September of 2008. Local 32BJ, SEIU, was organizing the security guards. They began organizing us when Tristar Patrol Services Inc. had the DCAS contract. The majority of Tristar security guards signed petitions to be represented by Local 32BJ, SEIU.
2. After AlliedBarton became the successor contractor, former Tristar security guards began losing our jobs. We were discriminated against by the City of New York, and AlliedBarton while Local 32BJ, SEIU did not protect us against unfair labor practices which is a federal law violation. This was collusion which is a fraud, an illegal agreement that Local 32BJ, SEIU had with DCAS and Allied Barton. This is intentional discrimination. Local 32BJ, SEIU told us how many Tristar guards were being terminated for unjust cause, harassed, intimidated and discriminated against and Local 32BJ, SEIU did nothing to protect us.
3. Many former Tristar guards were treated very bad. The AlliedBarton security guards went 3 years without vacations, paid sick, and holidays. We were treated like we were slaves. I find this racist because the majority of former Tristar guards are African Americans.

I, declare under penalty of perjury that the foregoing is true and correct.

Date: March 8, 2011


Donna Leak

1595 Unionport Road
Apt. 9D
Bronx, NY 10462
Cell 646-639-2402

Name: Donna Leak
Re: Discrimination

I, Donna Leak witnessed the discrimination against Kyle Jiggetts.

I WAS a Supervisor at 1932 Arthur Avenue in the Bronx. Kyle Jiggetts WAS Transferred from one Centre Street. Sergeant Maria O. Colon and Deputy Director Dan Kim Said that Kyle Jiggetts WAS BANNED because he complained to the EEOC and union Activity. Maria O. Colon Admitted in a deposition that she tried to deride myself and Kyle Jiggetts to protect me from his LAW Suit. This incident took place in the Summer of year 2006. The deposition WAS November 16th, 17th 2010. LAURA Giff, the Director of HUMAN resources Admitted under oath that Allied Barton is still hiring. Kyle Jiggetts is Laid off and should be working but, because of the City of New York and Allied Barton Security Services discriminatory Practices he is Not. Local 32 BJ, Seiu is in Collusion with Allied Barton.

I Declare under Penalty of Perjury that the Fore going is True And Correct.

December 6, 2010

Donna Leak

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DECLARATION

RE: SEIU, Local 32BJ

I, Cynthia Tompkins is presently employed with Allied Barton Security Services. I have filed a complaint in federal court against Allied Barton and Local 32BJ for failure to represent me. I have been complaining about Jeff Bermudez a manager for Allied Barton discriminating against me based on seniority which is in the CBA. I filed a grievance and Local 32BJ have done nothing. I had to go to the U.S. EECO, Local 32BJ, SEIU does not represent security guards of Allied Barton. many security guards are complaining about Local 32BJ not representing them.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: January 18, 2011

A handwritten signature in cursive script that reads "Cynthia Tompkins".

Cynthia Tompkins